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Department of Commerce and Consumer Affairs
State of Hawaii
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2010 AUG 11 P 1:49
DEPT OF COMMERCE
CONSUMER AFFAIRS
STATE OF HAWAII

Attorney for Department of Commerce
and Consumer Affairs

BOARD OF PROFESSIONAL ENGINEERS, ARCHITECTS, SURVEYORS AND
LANDSCAPE ARCHITECTS
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of the Architect's License of) ENG 2010-9-L
)
BRIAN W. TIEDGE,) SETTLEMENT AGREEMENT PRIOR TO
) FILING OF PETITION FOR DISCIPLINARY
Respondent.) ACTION AND BOARD'S FINAL ORDER;
) EXHIBIT "1"
)

241092407

SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER

Petitioner, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS'
REGULATED INDUSTRIES COMPLAINTS OFFICE (hereinafter "RICO" or "Petitioner"),
through its undersigned attorneys, and Respondent BRIAN W. TIEDGE (hereinafter
"Respondent"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent was licensed by the Board of
Professional Engineers, Architects, Surveyors and Landscape Architects (hereinafter the "Board")
as an architect under license number AR 8063. The license was issued on or about December 13,
1993. The license will expire on or about April 30, 2012.

2. Respondent's mailing address for purposes of this action is MCG Architecture, 10333 E. Dry Creek Road, No. 270, Englewood, Colorado 80112.

3. RICO received a request for investigation from the Board after Respondent failed to timely report disciplinary action taken in another jurisdiction.

4. RICO alleges that Respondent failed to timely report a Settlement Agreement and Order issued by the Nevada State Board of Architecture, Interior Design and Residential Design to Brian W[.] Tiedge/MCG Architecture, Inc./Certificate Number 5615 (Case Number 08-047R).

A true and correct copy of the Settlement Agreement and Order issued by the Nevada State Board of Architecture, Interior Design and Residential Design to Brian W[.] Tiedge/MCG Architecture, Inc./Certificate Number 5615 (Case Number 08-047R) is attached as Exhibit "1."

5. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute violations of the following statute(s) and/or rule(s): Hawaii Revised Statutes ("HRS") § HRS § 436B-19(15) (failure to report disciplinary decision within thirty days), HRS § 464-10 (violating chapter or rules), and HRS § 436B-19(17) (violating the chapter or applicable licensing laws).

6. The Board has jurisdiction over the subject matter herein and over the parties hereto.

B. REPRESENTATIONS BY RESPONDENT:

1. Respondent is fully aware that Respondent has the right to be represented by an attorney and voluntarily waives that right.

2. Respondent enters into this Settlement Agreement freely, knowingly, voluntarily, and under no coercion or duress.

3. Respondent is aware of the right to have a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondent freely, knowingly, and voluntarily waives the right to a hearing and agrees to dispose of this case in accordance with the terms and conditions of this Settlement Agreement.

4. Respondent being at all times relevant herein licensed as an architect by the Board acknowledges that Respondent is subject to penalties including but not limited to, revocation, suspension or limitation of the license and administrative fines, if the foregoing allegations are proven at hearing.

5. Respondent does not admit to violating any law or rule, but acknowledges that RICO has sufficient cause to file a Petition for Disciplinary Action against Respondent's license, and states the Nevada disciplinary action was disclosed on a renewal form submitted to the Hawaii Board on or about April 21, 2010.

6. Respondent enters into this Settlement Agreement as a compromise of the claims and to conserve on the expenses of proceeding with an administrative hearing on this matter.

7. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO No. ENG 2010-9-L.

8. Respondent understands this Settlement Agreement is public record pursuant to Hawaii Revised Statutes chapter 92F.

C. TERMS OF SETTLEMENT:

1. Administrative fine. Respondent agrees to pay a fine in the amount of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Payment shall be made by **cashier's check or money order made payable to "DCCA - Compliance Resolution Fund"** and mailed to the

Regulated Industries Complaints Office, Attn: Tammy Kaneshiro, Esq., 235 S. Beretania Street, 9th Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due at the time this fully executed Settlement Agreement is returned to RICO.

2. Failure to Comply with Settlement Agreement. If Respondent fails to fully and timely comply with the terms of this Settlement Agreement as set forth in paragraph(s) C.1 above, Respondent's license shall be automatically revoked upon RICO's filing of an affidavit with the Board attesting to such failure. In case of such revocation, Respondent shall turn in all indicia of the license to the Executive Officer of the Board within ten (10) days after receipt of notice of the revocation. In case of such revocation, Respondent understands Respondent cannot apply for a new license until the expiration of at least five (5) years after the effective date of the revocation. Respondent understands that if Respondent desires to become licensed again, Respondent must apply to the Board for a new license pursuant to and subject to HRS §§ 92-17, 436B-21, and all other applicable laws and rules in effect at the time.

3. Possible further sanction. The Board, at its discretion, may pursue additional disciplinary action as provided by law to include further fines and other sanctions as the Board may deem appropriate if Respondent violates any provision of the statutes or rules governing the conduct of architects in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

4. Approval of the Board. Respondent agrees that, except for the representations, agreements and covenants contained in Paragraphs C.5, C.6, C.7 and C.8 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

5. No Objection if Board Fails to Approve. If the Board does not approve this Settlement Agreement, does not issue an order pursuant thereto, or does not approve a lesser remedy, but instead an administrative hearing is conducted against Respondent in the Board's usual and customary fashion pursuant to the Administrative Procedure Act, Respondent agrees that neither Respondent nor any attorney that Respondent may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Board's proceeding against Respondent on the basis that the Board has become disqualified to consider the case because of its review and consideration of this Settlement Agreement.

6. Any Ambiguities Shall be Construed to Protect the Consuming Public. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner that most completely protects the interests of the consuming public.

7. No Reliance on Representations by RICO. Other than the matters specifically stated in this Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representation of fact, opinion or promise to Respondent to induce entry into this Settlement Agreement, and Respondent is not relying upon any statement, representation or opinion or promise made by RICO or any of its agents, employees, representatives or attorneys concerning the nature, extent or duration of exposure to legal liability arising from the subject matter of this Settlement Agreement or concerning any other matter.


8. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument duly executed by all parties hereto.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: ENGLEWOOD, COLORADO, 5 AUGUST 2010
(CITY) (STATE) (DATE)

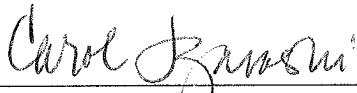

BRIAN W. TIEDGE
Respondent

DATED: Honolulu, Hawaii, 8 / 11 / 10


DARIA A. LOY-GOTO
TAMMY Y. KANESHIRO
Attorneys for Department of Commerce and
Consumer Affairs

IN THE MATTER OF THE ARCHITECT'S LICENSE OF BRIAN W. TIEDGE;
SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY
ACTION AND BOARD'S FINAL ORDER; CASE NO. ENG 2010-9-L; EXHIBIT "1"

APPROVED AND SO ORDERED:
BOARD OF PROFESSIONAL ENGINEERS,
ARCHITECTS, SURVEYORS AND LANDSCAPE ARCHITECTS
STATE OF HAWAII

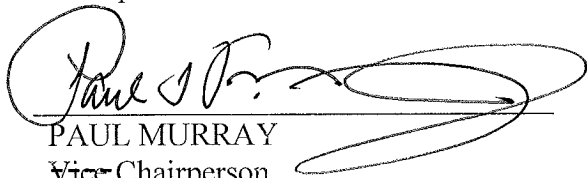


CAROL IGARASHI

~~Chairperson~~

SEP 9 2010

DATE



PAUL MURRAY

~~Vice~~ Chairperson



SHELLI MCCELVEY

~~Secretary~~ Vice Chairperson



MICHAEL CHU



DAN H. HIROTA

NORMAN G. Y. HONG
Secretary



HOWARD K.C. LAU



RICHARD MITSUMORI



ROSS OKUDA



CLAYTON RANG



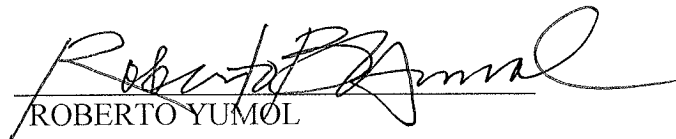
RAYMOND SKELTON



RICHARD SUZUKI



MARC VENTURA

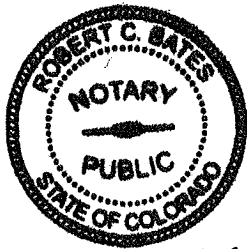


ROBERTO YUMOL

PVL 11/17/09

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

On this 05 day of AUGUST, 2010, before me personally appeared
BRIAN WILLIAM TIEDGE, to me known to be the person described and who executed the
foregoing instrument and acknowledged the same as his/her free act and deed.



My Commission Expires May 6, 2014

A handwritten signature in cursive script, appearing to read "Robert C. Bates".

Name: ROBERT C BATES

Notary Public – State of

My commission expires: May 6 2014

BEFORE THE NEVADA STATE BOARD OF ARCHITECTURE,
INTERIOR DESIGN AND RESIDENTIAL DESIGN

RECEIVED
JUN 26 2009
NEVADA STATE BOARD
OF ARCHITECTURE

Nevada State Board of Architecture,
Interior Design & Residential Design

Brian W Tiedge
MCG Architecture, Inc.
Certificate Number 5615

Case Number 08-047R

Settlement Agreement and Order

Registered architect, **Brian W Tiedge and MCG Architecture Inc.**, (RESPONDENT), acknowledges that information has been received by the NEVADA STATE BOARD OF ARCHITECTURE, INTERIOR DESIGN AND RESIDENTIAL DESIGN, (BOARD), which constitutes sufficient grounds for the initiation of an administrative investigation.

The controversy and subject matter of this dispute which this settlement agreement is intended to resolve relates to information received concerning fifteen violations of NRS 623.270.1 (d) and (f), NRS 623.350.1 and Rules of Conduct 5.1 and 5.2 when the RESPONDENT operated a Nevada architectural office without having a resident registrant regularly working in that office from the period of October 2005 through January 2008, and by sealing plans for Nevada projects from said office without being in responsible control of the work. **PROJECTS: 15 Commercial Projects listed below.**

Fone Me-Las Vegas, Nevada
The Ticket Company- Las Vegas, Nevada
North Mesa Plaza- North Las Vegas, Nevada
Tower Records- Henderson, Nevada
Jada Nicole TI- Las Vegas, Nevada
Sunrise Marketplace- Las Vegas, Nevada
Ace Hardware- Henderson, Nevada
Galleria Pavilion Ste 100- Henderson, Nevada

Tuesday Morning- Henderson, Nevada
Sweet Water Prime Seafood- Henderson, Nevada
Fort Apache/Flamingo Ste C- Las Vegas, Nevada
Atrium Business Tower- Las Vegas, Nevada
The Business Liaison- Las Vegas, Nevada
A Cat Hospital- Henderson, Nevada
Snap Fitness- Las Vegas, Nevada

WHEREAS, the parties mutually desire to settle the matters pending investigation in an expeditious manner.

IT IS HEREBY STIPULATED AND AGREED between the undersigned parties that this matter shall be settled and resolved upon the following terms:

Jurisdiction

The RESPONDENT acknowledges that the BOARD has jurisdiction over him and the conduct that has precipitated this settlement.

The RESPONDENT acknowledges that the BOARD has the legal power and authority to take disciplinary action up to and including revocation of his Certificate of Registration upon proof of the allegation in the complaint pending against him.

The RESPONDENT acknowledges that the BOARD will retain jurisdiction over this matter until all terms and conditions set forth in this settlement agreement have been met to the satisfaction of the BOARD.

Administrative Penalty

The RESPONDENT agrees to pay the sum of TEN THOUSAND (\$10,000) DOLLARS as full and final settlement of the charges against him. Upon satisfactory submission of the amount of this fine and costs set forth below to the staff of the BOARD, the BOARD may execute the order attached to this settlement agreement which will result in the dismissal, with prejudice of the charges mentioned specifically herein.

Assurance of Discontinuance

The RESPONDENT understands the statutes and/or regulations previously cited as having been violated and agrees to assure discontinuance of illegal acts including, but not limited to operating a Nevada office without having a resident registrant and reviewing and sealing plans for work in which you were not in responsible control.

Additional Terms

The RESPONDENT further acknowledges that failure to comply with any of the terms of this agreement constitutes independent grounds for disciplinary action.

Costs

The RESPONDENT shall reimburse the BOARD for current costs incurred during the investigation and for anticipated costs for the preparation, presentation, prosecution and closure of the matter before the Board in the amount of TWO THOUSAND TWO HUNDRED (\$2,200) DOLLARS.

Public Record

The RESPONDENT acknowledges that once adopted by the BOARD, this settlement agreement becomes a matter of public record.

Guilt Clause

The RESPONDENT admits that his conduct constitutes a violation of law regulating the practice of architecture, interior design and residential design. The RESPONDENT has elected to enter into this settlement agreement rather than face the possibility of a Formal Disciplinary Hearing before the BOARD.

Voluntary Waiver of Rights

The RESPONDENT had at all times the opportunity to obtain advice from competent counsel of his choice. The RESPONDENT has, at all times, and received full cooperation of the BOARD'S staff (and counsel) before making the decision to settle this matter. No coercion has been exerted upon the RESPONDENT, nor have any promises been made other than those reflected in this agreement. The RESPONDENT freely and voluntarily entered into this agreement, motivated only by a desire to resolve the issues addressed herein. The RESPONDENT has executed this settlement agreement only after a careful reading of it and a full understanding of all its terms.

The RESPONDENT is fully aware of his rights to contest the charges pending against him. These rights include: representation by an attorney at his own expense, the right to a public hearing on any charges or allegations filed, the right to confront and cross-examine witnesses called to testify against him, the right to present evidence on his own behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on his own behalf, the right to receive written findings of fact and conclusions of law supporting the decision of the merits of the complaint and the right to obtain judicial review of the BOARD'S decision. All of these rights are being voluntarily waived by the RESPONDENT in exchange for the BOARD'S acceptance of this settlement agreement.

Release From Liability

In execution of this settlement agreement, the RESPONDENT for himself, his executors, successors and assigns, hereby releases and forever discharges the state of Nevada, the NEVADA STATE BOARD OF ARCHITECTURE, INTERIOR DESIGN AND RESIDENTIAL DESIGN and the Nevada Attorney General and each of their members, agents and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever known and unknown, in law or equity, that RESPONDENT ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, this settlement or its administration.

Indemnification

The RESPONDENT, for himself/herself, his/her heirs, executors, administrators, successors and assigns, hereby indemnifies and holds harmless the State of Nevada, the NEVADA STATE BOARD OF ARCHITECTURE, INTERIOR DESIGN AND RESIDENTIAL DESIGN, the Nevada Attorney General's office and each of their members, agents and employees in their individual and representative capacities against any and all claims, suits, demands, actions, debts, damages, costs, charges, and expenses, including court costs and attorney's fees against any persons entities as well as all liability, losses, and damages of any nature whatsoever that the persons and entities named in this paragraph shall have or may at any time sustain or suffer by reason of this investigation, this disciplinary action, this settlement or its administration.

Acceptance by the Board

This settlement agreement will not be submitted for BOARD consideration until after it has been agreed to and executed by the RESPONDENT. The settlement agreement shall not become effective until it has been approved by a majority of the BOARD and endorsed by a representative member of the BOARD.

It is hereby agreed between the parties that this settlement agreement shall be presented to the NEVADA STATE BOARD OF ARCHITECTURE, INTERIOR DESIGN AND RESIDENTIAL DESIGN with a recommendation for approval from the BOARD staff at the next regularly scheduled meeting of the BOARD.

The RESPONDENT understands that the BOARD is free to accept or reject this settlement agreement and, if rejected by the BOARD, a formal disciplinary hearing on a complaint against the RESPONDENT may be scheduled. The BOARD members who review this matter for approval of this Stipulation may be the same members who ultimately hear the disciplinary complaint if this Stipulation is not approved by the BOARD.

The RESPONDENT understands and agrees that BOARD staff and counsel for the BOARD will communicate directly with the adjudicating members of the BOARD during the meeting regarding this stipulation without participation by RESPONDENT or his counsel should they elect to not appear at the meeting. In that communication, the adjudicating members of the BOARD will be provided with a copy of this settlement agreement and all related documents including, but not limited to, complaints, preliminary investigations or prior disciplinary actions.

The RESPONDENT hereby agrees to waive any rights he might have to challenge the impartiality of the BOARD to hear the disciplinary complaint, based on prior knowledge obtained by the BOARD through consideration of this settlement agreement, if after review by the BOARD, this settlement agreement is rejected.

If the BOARD does not accept the settlement agreement, it shall be regarded as null and void. Admissions by the RESPONDENT in the settlement agreement will not be regarded as evidence against him at the subsequent disciplinary hearing. The RESPONDENT will be free to defend himself and no inferences against him will be made from his willingness to have entered into this agreement.

Complete Agreement


This settlement agreement consists of four pages and embodies the entire agreement between the BOARD and RESPONDENT. It may not be altered, amended or modified without the express consent of the parties, and any subsequent alteration, amendment, or modification shall be in writing. This agreement is contingent upon the payment within fifteen (15) days of all monies mentioned herein and the formal execution of this settlement agreement or the agreement is null and void.


Dated this 23 day of JUNE 2009

And

MCG Architecture, Inc.

By


Brian W. Tiedge, Individually


TIEDGE ARCHITECTS LTD.
dba MCG ARCHITECTURE
Print name: BRIAN TIEDGE
Print title: PRESIDENT

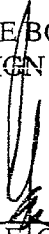
Board Order

IT IS SO ORDERED.

Dated this ____ day of _____ 2009

NEVADA STATE BOARD OF ARCHITECTURE,
INTERIOR DESIGN AND RESIDENTIAL DESIGN

By:


George F. Garlock, Chairman